



Request for Proposal 09-X-20475

For: Breads, Fresh Baked, Various Types Delivery by Counties: Six Months

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/21/08	5:00 PM
Mandatory Pre-bid Conference	NA	NA
Mandatory Site Visit	NA	NA
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	08/05/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

Various State Using Agencies

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

State of New Jersey
Cooperative Purchasing Members

Date: 06/18/08

Table of Contents

1.0 INFORMATION FOR BIDDERS.....	4
1.1 PURPOSE AND INTENT	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	5
1.3.2 SUBMISSION OF BID PROPOSAL	5
1.4 ADDITIONAL INFORMATION	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP	6
1.4.2 BIDDER RESPONSIBILITY	6
1.4.3 COST LIABILITY	6
1.4.4 CONTENTS OF BID PROPOSAL	6
1.4.5 BID OPENING	7
1.4.6 PRICE ALTERATION.....	7
1.4.7 BID ERRORS.....	7
1.4.8 JOINT VENTURE.....	8
1.5 PRICE LIST AND/OR CATALOG PRICING	8
2.0 DEFINITIONS	8
2.1 GENERAL DEFINITIONS.....	8
2.2 CONTRACT SPECIFIC DEFINITIONS	9
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK.....	13
3.1 GENERAL REQUIREMENTS	13
3.1.1 PRODUCT PROCESSING.....	13
3.2 CONTRACTORS' TRANSPORT REQUIREMENTS	14
3.2.1 TEMPERATURE CONTROL.....	14
3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENTS	14
3.3.1 BIDDERS MUST STIPULATE THOSE COUNTIES IN WHICH THEY WILL PROVIDE SERVICE	15
3.3.2 COUNTIES IN THE STATE OF NEW JERSEY:.....	15
3.3.3 SAMPLING OF STATE USING AGENCIES	16
3.4 PRODUCT QUALITY, FRESHNESS AND SHELF LIFE.....	19
3.4.1 GENERAL	20
3.4.2 MANUFACTURER'S/DISTRIBUTOR'S NOTES	20
3.4.3 NUTRITIONAL INFORMATION	21
3.5 STANDARDIZED PACKAGING REQUIREMENTS	21
3.5.1 PACKAGING OBLIGATIONS.....	21
3.5.2 PACKING REQUIREMENTS	22
3.5.3 INDIVIDUAL SERVING SIZED PACKETS/PACKAGEAS/POUCHES.....	22
3.6 QUALITY CONTROL & CONTAMINANTS	22
3.6.1 SOURCING OF RAW MATERIALS & INGREDIENTS	23
3.6.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION	23
3.6.3 SAMPLES/SAMPLE TESTING	23
3.7 PROOF OF DELIVERY	23
3.8 PRICING CALCULATIONS AND ADJUSTMENTS FOR CONTRACT EXTENSIONS BEYOND THE TIMEFRAME OF THE INITIAL CONTRACT	24
3.8.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS.....	25
3.9 PRODUCER PRICE INDEX: PRODUCT CHART.....	27
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	27
4.1 GENERAL	27
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	27
4.3 NUMBER OF BID PROPOSAL COPIES.....	27
4.4 BID PROPOSAL CONTENT	27
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	27
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	28

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	28
4.4.4 SUBMITTALS.....	29
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER.....	30
4.4.6 PRICING.....	31
4.4.7 COOPERATIVE PURCHASING.....	31
4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS.....	31
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	32
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	32
5.2 CONTRACT TERM AND EXTENSION OPTION.....	32
5.3 CONTRACT TRANSITION.....	33
5.4 CONTRACT AMENDMENT.....	33
5.5 CONTRACTOR'S WARRANTY.....	33
5.6 ITEMS ORDERED AND DELIVERED.....	33
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	33
5.8 MANUFACTURING/PACKAGING REQUIREMENTS.....	34
5.9 CLAIMS.....	34
5.10 CONTRACT ACTIVITY REPORT.....	34
5.11 STATE'S OPTION TO REDUCE SCOPE OF WORK.....	35
6.0 PROPOSAL EVALUATION.....	35
6.1 EVALUATION CRITERIA.....	35
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	35
6.3 BID DISCREPANCIES.....	36
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	36
7.0 CONTRACT AWARD.....	37
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD.....	37
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	37
7.2 FINAL CONTRACT AWARD.....	39
7.3 INSURANCE CERTIFICATES.....	39
8.0 CONTRACT ADMINISTRATION.....	39
8.1 CONTRACT MANAGER.....	39
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	39
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER.....	39
APPENDIX 3.8.....	40
APPENDIX 4.4.4.....	41
ADDENDUM #01.....	43
ADDENDUM #02.....	45

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various Using Agencies and the Cooperative Purchasing Members, statewide. The purpose of this RFP is to solicit bid proposals for Breads, Fresh Baked, Various Types, Delivery by Counties; 6 months.

The intent of this RFP is to award multiple contracts for each county by bread type sub-grouping (three contracts per bread type sub-grouping) for on-site delivery to locations within each county to those responsible bidder(s) whose bid proposal, conforming to this RFP is/are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is an **extensively revised** reprocurement of the FOODS: BREAD, PASTRIES AND OTHER BAKED GOODS, VARIOUS STATE AGENCIES term contract, presently due to expire on June 30, 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T0001** at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

NOTABLE CHANGES, listed in no particular order:

- 1) Bread items are sub-grouped by bread types with an individual line item designated per bread type. Each price line represents a subgroup.
- 2) A net price list is required to be provided per sub-group (bread type) that the bidder is bidding on.
- 3) In addition, the bidder must provide a list of the county(ies) within which they shall provide the items bid.
- 4) Each price line represents one of the following bread subgroups:
 - a) Line 00001: Sandwich Breads, Sliced, Loaves, Baked
 - b) Line 00002: Hot Dog & Hamburger Buns, split, Baked
 - c) Line 00003: Dinner Rolls, NTE 2.0 ozs., Baked
 - d) Line 00004: Specialty Bread Loaves, Baked (i.e. Italian, French) –whole & sliced
 - e) Line 00005: Sandwich Roll/Bun, sliced, 3.5" – 4" diameter, Baked
 - f) Line 00006: Sandwich Rolls, LONG, split, Baked

- g) Line 00007: Pitas & Wraps, Baked, Ready to use
- h) Line 00008: Bagels, Plain, sliced, Baked (3-4 oz. ea), mini & varieties if available
- i) Line 00009: English Muffins, plain, split, Baked
- j) Line 00010: Single Serving pre-wrapped sliced bread, rolls, donuts & snack cakes only

5) **FRESH baked bread** items are requested.

6) Plain, White and Wheat are the most commonly used items; with special emphasis on the nutritional value and **whole grain** goodness.

Please read this revised RFP including, but not limited to Section 3.0 in its entirety, Section 4.4.4, Section 4.4.8, Section 6.4 and the Appendices.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any**

attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the bidder's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained within the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

The NET PRICE LIST(S) submitted by the bidder are tied to the Producer Price Index fluctuations as prescribed by the State within this RFP for any extensions of the contract.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

AOAC Methods of Analysis- one of the three methods validation programs promulgated by the Association of Analytical Communities (AOAC). Go to <http://www.aoac.org> for additional information.

AMS- Agricultural Marketing Service, part of the USDA.

A.R.O.- After Receipt of Order

ASTM- American Society for Testing and Materials standards available at: www.astm.org.

Bacillus cereus- Food poisoning associated with diarrhea and vomiting toxins.

“Bidder’s Suggested Brand/Label”- the State is requesting that the Bidder provide a product meeting or exceeding the nutritional components and salient characteristics as stated in the commodity description. Further the State seeks products package as noted in the commodity description. The nutritional information is required to be submitted and samples will be required as noted.

Caryopsis- the starchy endosperm, germ and bran anatomical components of the grain.

Cereal Grains- May include amaranth, barley, buckwheat, bulgar, corn, millet, quinoa, rice, rye, sorghum, teff, triticale, wheat, and wild rice.

Chilled- product having an internal temperature of greater than 28°F (-2.2°C) and is held under refrigerated storage temperatures which do not exceed 38°F.

CID (Commercial Item Description)- simplified product descriptions that concisely describe salient characteristics of commercial product. CIDs are official U.S. Government procurement documents. (12/3/07), Applicable CIDs are available on line at: <http://www.ams.usda.gov>. Once at this Home page look for the column on the right side of the web page **Resources**. Clicking on the arrow for **Food Purchases** should bring you to a new web page (at: <http://www.ams.usda.gov/cp/resources.htm>), with several links including the one labeled: **Product Descriptions**. This Product Descriptions link will bring you to the Specifications web

page (<http://www.ams.usda.gov/cp/specindex.htm>). At the bottom of this web page is the direct link to the Commercial Item description (<http://151.121.3.151/fqa/cids.htm>).

Clostridium botulinum- Food borne botulism is a severe type of food poisoning that is heat liable. It bears a high mortality rate if not treated quickly. This organism is associated with inadequately processed canned/commercially processed foods.

Code of Federal Regulations- a.k.a.--CFR, the codification of general and permanent rules published in the Federal Registrar by the executive departments and agencies of the Federal Government.

Contaminant- A physical, chemical or biological substance which is available at a level so high as to have a correlated deleterious effect on human and/or animal and /or the environment's health.

Country of Origin Labeling- [COOL]- perishable agricultural commodities labeled to identify the country in which they were produced.

Delivery- A.R.O./F.O.B. bringing products ordered into the storage area of the Using Agency/Cooperative Purchasing Member's facility either by manufacturer or distributor's fleet or via a postal carrier/freight carrier service within the time frame designated in the RFP.

Dry Storage- includes non-perishable groceries such as canned goods, dry pastas, rice, condiments, etc.

E-coli- Escherichia Coli; bacteria that causes food poisoning [sometimes fatal] in human consumers.

Fat Guidelines- As set by the FDA,

Lite or Light; as per 21 CFR § 101.56 (b): If 50% or more of the calories are typically from fat, fat must be reduced by 50% or calories must be reduced by at least 1/3 of the referenced serving amount.

Reduced Fat; as per 21 CFR § 101.62: The terms, "reduced fat," "reduced in fat," "fat reduced," "less fat," "lower fat," or "lower in fat." The food contains at least 25 percent less fat per reference amount customarily consumed than an appropriate reference food

Low Fat; as per 21 CFR § 101.62: The product contains 3 g or less of total fat per 100 g and not more than 30 percent of calories from fat. The food has a reference amount customarily consumed greater than 30 g or greater than 2 tablespoons and contains 3 g or less of fat per reference amount customarily consumed; or the food has a reference amount customarily consumed of 30 g or less or 2 tablespoons or less and contains 3 g or less of fat per reference amount customarily consumed and per 50 g of food.

Fat Free; as per 21 CFR § 101.62: The terms "fat free," "free of fat," "no fat," "zero fat," "without fat," "negligible source of fat," or "dietarily insignificant source of fat" or, in the case of milk products, "skim" may be used on the label or in labeling of foods, provided that the food contains less than 0.5 gram (g) of fat per reference amount customarily consumed and per labeled serving or, in the case of a meal product or main dish product, less than 0.5 g of fat per labeled serving; and the food contains no added ingredient that is a fat or is generally understood by consumers to contain fat unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states "adds a trivial amount of fat," "adds a negligible amount of fat," or "adds a dietarily insignificant amount of fat;" and the food meets these conditions without the benefit of special processing, alteration, formulation, or reformulation to lower fat content, it is labeled to disclose that fat is not usually present in the food (e.g., "broccoli, a fat free food").

FDA- Food and Drug Administration information is available at: <http://www.fda.gov/default.htm>.

FGIS- Federal Grain Inspection Service information is available at: <http://www.gipsa.usda.gov>.

F.O.B.- Free on Board; the shipment passes from seller to buyer, payment for freight is included in bid price; no freight charges are assessed against buying agency.

Frozen- product has an internal temperature of less than 28°F (-2.2°C) and is stored at less than 0°F (-17.8°C).

GIPSA- Grain Inspection, Packers & Stockyards Administration link is at: <http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=landing&topic=landing>.

Grade- The sum of the characteristics, including but not limited to the quality and condition of the commodity at the time of grading.

Graham flour- An alternative name for whole wheat flour per FDA 21 CFR Part 137; (§ 137.200).

Groceries: Non-Perishable- canned goods, individually packaged condiments, spices, etc.

HAACP- Hazard Analysis Critical Control Point is a systematic approach to the identification, evaluation, and control of product safety hazards that are a biological, chemical, or physical agent that is reasonably likely to cause illness or injury in the absence of its control. This information is available at: <http://www.cfsan.fda.gov/~lrd/haccp.html>.

Kosher- wholesome food conforming to strict Jewish biblical laws pertaining to the type of food that may be eaten as well as the kinds of foods allowed to be combined at one meal. In order to meet kosher standards and receive the kosher seal, the food must be prepared under a rabbi's supervision.

Lysteria monocytogenes- found in such foods as milk, cheeses (particularly soft-ripened varieties), ice cream, raw vegetables, fermented raw-meat sausages, raw and cooked poultry, raw meats (all types), and raw and smoked fish. Its can grow at temperatures as low as 3°C.

Microbial Food Safety Hazards- Cause contamination of fresh produce and cause illness. May be caused by produce handler's health and hygiene, sanitary condition of field, facility, transportation containers, post-harvest water, fertilizer, manure or other

MOR (Minimum Order Requirements)- Beyond the required two deliveries per week for this Term Contract, the bidder may request Minimum Order Requirements (MOR) that shall not exceed \$175 per county, per additional delivery day per route within the contracted county. The MOR shall be based upon an aggregate of the Using Agencies bread orders. However, the contractor(s) are not obligated to set minimum order requirements.

NTE- Not To Exceed, the sodium level, fat content or other salient characteristic as specified.

Port of Origin- international shipping terminology. The location in which a good is manufactured or produced. The location at which a shipment is received by a transportation line from the shipper.

Producer Price Index- A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <http://www.bls.gov/ppi>. Posted "preliminary figures" will be used to

project pricelist revisions at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of the RFP), for the contract term and any extensions thereof. A brief explanation of how to access this information follows:

Current (06/08) DATA extraction:

At the PPI homepage, scroll down to the heading Get detailed PPI Statistics
Select the second bulleted sub-heading Create Customized Tables (one screen)
Choosing the top link: Industry Data .

From the new screen that displays.

i.) *Select an Industry* such as "Commercial Bakeries" - PCU 311812 311812", as well as

ii.) *Select one or more Products* that are subcategories of the selected Industry, such as "Commercial Bakeries Bread (white, wheat, rye, etc.)- PCU 311812 311812 1". Your subcategory selection(s) will pool together the BLS data on file.

You can refine this data further by clicking at the arrow:

More Formatting Options —▶

This will bring you to a new page display ---enabling you to sort out much of the data not needed.

The "Original Data Value" and the "12 Months Percent Change" should be checked off with the **Specify year range** set manually by the bidder/contractor to reflect the months in review. If chosen, graphs can also be displayed.

QAL – Quality Assurance Lab at DSS

Salmonella- Food-borne bacteria that causes food poisoning in humans.

Sample- Samples, when requested: The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid, including, but not limited to the packaging and nutritional labeling representative of the product bid.

Sodium Guidelines- As set by the FDA, as per 21 CFR § 101.61:

Sodium Free – less than 5 milligrams of sodium per serving

Very low-sodium – 35 milligrams or less per serving

Low-sodium – 140 milligrams or less per serving

Reduced sodium – usual sodium level for product is reduced by 25%

Unsalted, no salt added or without added salt – made without the salt that is normally added, but product still contains the sodium that is a natural part of the product itself.

The USDA/FDA state that a food that has the claim "healthy", must not exceed 360 mg of sodium per the referenced serving. "Meal type" products must not exceed 480 mg of sodium per referenced serving.

Staphylococcus aureus- can cause food poisoning that is usually rapid and acute. Generally found in foods that are kept at slightly elevated temperatures after preparation (water, milk, poultry, eggs, potato, macaroni, meat, cream filled bakery products, sandwich fillings, etc.).

USDA- United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Information available at www.usda.gov.

Vomitoxin- DON- Deoxynivalenol is a mycotoxin that may be produced in wheat or barley grain when wet weather occurs during the flowering and grain filling stages of plant development. Indicated by a high level of scabby kernels. FGIS specifies that flour, for human consumption, shall not contain in excess of one (1) ppm (part per million).

Whole Grain- The Cereal Grains that consist of the intact, ground, cracked or flaked caryopsis part of the grain in the same relative proportions as available in the unadulterated/whole caryopsis.

Whole Wheat Flour- FDA established standards of identity as found in 21 CFR Part 137, requiring specified whole wheat grains (§ 137.200).

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The State is soliciting for the purchase of baked fresh baked bread items for use in its food service programs at its facilities statewide. Awards for multiple contracts will be made by counties.

Should the bidder choose to agree, this contract will be extended to the local government entities participating in the State's Cooperative Purchasing Program.

The bidder shall bid based upon obtaining a contract for, at minimum, two deliveries per county route (of all State agencies within their county) per week. The two deliveries shall be staggered during the course of the week (i.e. Mon/Thurs, Tues/Fri, Tues/Sat, etc.) Beyond the required two deliveries per week, the bidder may request Minimum Order Requirements (MOR) that shall not exceed \$175 per county, per additional delivery day per route within the contracted county. The MOR shall be based upon an aggregate of the Using Agencies bread orders. However, the contractor(s) are not obligated to set minimum order requirements.

3.1 GENERAL REQUIREMENTS

A.) The Bidder(s) bidding on (a) specific county(ies) must serve all present and future using agency locations within that county. Depending upon the bread variety, multiple deliveries per week may be required by the Using Agencies and shall be provided by the contractor. Bid proposals which take exception to delivery frequencies or which take exception to bringing the contracted baked items to any delivery location within any county, may not be considered as a viable bidder for that entire county and the award for that county may be made to the next lowest responsible and responsive bidder who agrees to serve all present and future locations within that county.

B.) All bread/bakery crates used during the term of the contract(s) awarded as a result of this RFP are on temporary loan, and shall remain the property of the contractor and, as such, must be returned to the contractor in a timely manner. The contractor shall pick up all bread/bakery crates, at the next delivery.

C.) Bread/bakery crates must not be used by the using agency for its own purposes either in the handling or shipping of other products or in any other way.

3.1.1 PRODUCT PROCESSING

All products herein this RFP shall be manufactured in a clean, sanitary environment in accordance with Title 21 CFR Part 110 – Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food. Bakery premises must be free of all rodent and insect infestation.

3.2 CONTRACTORS' TRANSPORT REQUIREMENTS

All products offered by the bidder as meeting the specification requirements and contracted as a result of this solicitation, must arrive at the Using Agency in pristine packaging and delivery containers with the product(s) delivered in excellent condition. The production facility/processing facilities, storage/warehouse and contractor's distribution fleet vehicles (or designated delivery service/delivery containers) shall be free from any unsanitary condition caused by the presence of harmful microorganisms, specified risk materials or chemical residues, or filth that could adulterate, cross contaminate and diminish the quality of the products.

3.2.1 TEMPERATURE CONTROL

Product shall be transported in a transportation container regulated to keep the item(s) in good condition, and in accordance with the current US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage. Product temperature FOR EACH LINE ITEM must be maintained in accordance with the current Federal Food Drug and Cosmetic Act and good manufacturing practices during all stages of processing and storage. If a refrigerated vehicle is used to transport the products, the refrigeration system condensation shall not come in contact with the products.

Furthermore, the cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of all delivery vehicles must be free of all obnoxious odors that may migrate into the product or the product packaging rendering the product unpalatable and un-saleable. Presence of any of these conditions will be cause for complete rejection of the delivery at the expense of the vendor.

The finding of any evidence of deterioration: due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed products during storage, distribution or transport and delivery shall be unacceptable and shall be sufficient cause for the refusal by the Using Agency of the flawed/damaged product.

3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENTS

Delivery days (2 minimum- staggered within the week with the balance based on MOR) for the products specified within this RFP and the attached price lines, shall be based upon the arrangement made between each Using Agency and the Contractor assigned the contract for specific bread types within the designated County(ies).

The bidder must be able to service all using agencies within their assigned county(ies). Due to the nature and special needs of the State's facilities', delivery days and times will vary from agency to agency. Timely and frequent deliveries of the contracted products are essential. Delivery frequency (may vary, from week to week, depending upon the product) and shall be scheduled upon the arrangement between the Using Agency(ies) and the Contractor within each County, subject to MOR, if the bidder has specified this requirement in their bid submission. The contractor must meet the needs of the agencies within the County(ies) they are contracted to service, no exceptions. Failure to do so will be cause for cancellation of orders. Should an agency need to obtain goods elsewhere on an emergency basis, the contractor may be required to "make whole" the using agency's financial outlay and be held liable for any differences the using agency pays above the contracted price.

The contractor shall supply the using agencies with the fresh baked goods, which they have been contracted to provide, within five (5) days after receipt of order. Delivery times proposed by the bidder which are greater than 5 days A.R.O. shall result in rejection of the bid proposal.

Invoices for product must be provided to Using/Receiving Agency at time of delivery.

If the contractor approaches the Using Agency to “double up” on their order in anticipation of an intermittent delivery schedule (i.e. due to inclement weather), it will be the contractor’s responsibility to credit the ordering agency for lost/moldy/unused product(s) when the estimated pro-rated need exceeds the actual agency usage.

Below is a sampling of State agency locations along with delivery scheduling information from those using agencies that have provided the Purchase Bureau with their preference(s) in advance. Bidders bidding on a specific county must serve all present and future locations in that county.

Contractor carrier personnel shall be subject to and shall comply with all security regulations and procedures for all prisons and hospitals. This may include body and vehicle searches for contraband.

AS A GENERAL RULE: Contractors must notify prisons twenty-four (24) hours prior to delivery. Failure to provide this advance notification may cause rejection of the delivery at the contractor’s expense.

The contractor is contracted and authorized to deliver to only those agencies within the county(ies) for which they specifically have been awarded.

3.3.1 BIDDERS MUST STIPULATE THOSE COUNTIES IN WHICH THEY WILL PROVIDE SERVICE.

Where the distribution of product is limited by a contractual arrangement between a bakery and the distributor or bidder, the bidder must provide a synopsis of their territory limits, in written format on company letterhead. This synopsis must accompany the bid. If necessary, the Director may require a copy of the contract, relative to the territory limits.

3.3.2 COUNTIES IN THE STATE OF NEW JERSEY:

Bergen	Burlington*	Atlantic
Essex	Hunterdon	Camden
Hudson	Mercer	Cape May
Morris	Middlesex	Cumberland
Passaic	Monmouth	Gloucester
Sussex	Ocean*	Salem
Union	Somerset	
Warren		

***It is important to note that the following agencies, although physically located in more northern counties, may be assigned as part of a southern county, due to their proximity to other facilities in the southern part of the state, dependent upon the services and distribution of the bidders:**

Pinelands Residential Community Home, 3016 Route 563, Chatsworth, NJ 08019
Ocean Residential Community Home, Game Farm Road, Forked River, NJ 08731

New Lisbon Developmental Center, PO Box 130, Route 72, New Lisbon, NJ 08064
Vision Quest, 108 Route 72, New Lisbon, NJ 08064

3.3.3 SAMPLING OF STATE USING AGENCIES

An overview sampling of the state's facilities that may utilize this contract, are compiled in the table below:

State Agency & County Located In	Population Count/#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Veterans Memorial Home PARAMUS/Bergen County	336	1 Veterans Drive Paramus, NJ 07653-0608	201-634-8200	201-967-8658
Northern State Prison Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
Essex Residential Community Home Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
Cedar Grove Residential Center Essex County	30	240 Grove Avenue Cedar Grove, NJ 07009	201-857-0200	
Liberty Park Hudson Day Program Hudson County		30-32 Central Av. Jersey City, NJ 07206	201-217-7135	201-217-7238
Camp Marcella; NJ State Camp for Blind Children Morris County	80 Jun-Aug	27 Durham Road Rockaway 07866	973-627-1996 973-648-3126	973-648-7364
Greystone Park Psychiatric Hospital Morris County	646	Koch Av (#59— <u>New facility</u>) Morris Plains, NJ 07950 Off Koch Rd*** (Between W. Hanover Ave & Old Dover Rd)	973-538-1800 EXT 4309	973-538-1053
North Jersey Development Center Passaic County	445	Minnsink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
Green Residential Community Home Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693 Ext: 27	973-962-4525
Elizabeth Day Program Union County	40	208 Commerce Pl Elizabeth, NJ 07201	908-965-2640	908-292-9743
Warren Residential Community Home Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234
Garden State Youth Correctional Facility Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
Mid-State Correctional Facility Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091
A.C. Wagner Youth Correctional Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
New Lisbon Developmental Center Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
Stabilization & Reintegration Program, Vision Quest Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
Valentine Residential Community Home Burlington County	30	307 Burlington St Bordentown, NJ 08505	609-324-3617	609-324-0955

Johnstone Campus Burlington County	290	307 Burlington St Bordentown, NJ 08505	609-324-6102	609-324-3221
Pinelands Residential Community Home Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
Mountain View Youth Correctional Facility Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
Hunterdon Developmental Center Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809- 4003	908-735-4031	
Edna Mahan Correctional Facility for Women, Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473
Voorhees Residential Community Home Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4677	908-638-4670
G.W. Hagedorn Psychiatric Hospital Hunterdon County	181	200 Sanitorium Rd Glen Gardner, NJ 08826	908-537-2141 EXT 2224	908-537-3149
Central Reception & Assignment Facility Mercer County		721 Bear Tavern Rd Trenton, NJ 07628	609-530-2758	609-530-2756
Trenton Psychiatric Hospital Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Forensic - Part of Trenton Psychiatric Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Katzenbach School for the Deaf Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
Ewing Residential Center Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	
New Jersey State Prison Mercer County	1955	3rd and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
Capitol Transitional Program Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
Albert Elias Residential Community Home, Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
J. Kohn Rehabilitation Center & Irving J. Kruger Residence Middlesex County	24 +	130 Livingston Av New Brunswick 08901	732-937-6363	732-247-6628
NJ Training School for Boys Middlesex County	300	State Home Rd, Box 500 Monroe Twp, NJ 08831	732-521-0030 Ext.: 243	732-521-1738
East Jersey State Prison Middlesex County	1928	U.S. Rt 1/ Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
Woodbridge Developmental Center Middlesex County	613	Rahway Avenue Woodbridge, NJ 07095	732-815-4880	
Woodbridge Developmental Child Diagnostic Center, Middlesex County	35	15 Paddock St Avenel, NJ 07001	732-499-5050	732-815-4874
Adult Diagnostic Center Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
Veterans Memorial Home MENLO PARK/Middlesex County	332	132 Evergreen Road Edison, NJ 08818- 3013	732-452-4100	732-603-3016

Arthur Brisbane Child Treatment Center Monmouth County	30	Allaire Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
Fresh Start Residential Community Home Monmouth County	28	4240 Atlantic Av; Farmingdale, NJ 07727	732-938-2500	732-938-4678
Monmouth Day Program Monmouth County	16	114 Hwy 33 Manalapan, NJ 07726	732-577-8509	732-577-1647
Ocean Residential Community Home Ocean County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
Green Brook Regional Center Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
Manor Woods Residential Community Home, Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
Atlantic Youth Center (Harborfields) Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-7962
Costello Prep Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527
Riverfront State Prison Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
Camden Residential Community Home Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2303	856-614-2670
Campus Program Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
Ancora Psychiatric Hospital Camden County	619	202 Spring Garden Rd Ancora, NJ 08037- 9699	609 561-1700	609 567-7397
Woodbine Developmental Center Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
Vineland Developmental Center Cumberland County	658 + 58 Spec pop	1676 East Landis Av Vineland, NJ 08360	609-696-6000 609-696-6155 609-696-6154	609-696-6056
Vineland Residential Center Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	609-696-6115	609-696-6620
Veterans Memorial Home VINELAND, Cumberland County	280	524 North West Blvd Vineland, NJ 08360- 2895	856-405-4200	856-696-6885
Bayside State Prison Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377
Southern State Correctional Facility Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396

Deliveries to Elizabeth Day Program require 24 hour notice and is available week days 9 AM -12 Noon at the front entrance/elevator.

Deliveries to the Essex Residential Community Home dock require 24 hour notification and are available on Tuesdays from 8AM – 10 AM.

Deliveries to the Green Residential Community Home require 24 hour notification and are available from 6 AM until 1 PM through the kitchen entrance abutting the driveway.

Deliveries to the Liberty Hudson Day Program require 24 hour notification and are available weekdays 9 AM – 3 PM.

Deliveries to the Voorhees Residential Community Home are available on Wednesday at the front porch boardwalk.

Deliveries to the Warren Residential Community Home are available on Wednesday/Thursday and must be unloaded in the driveway. Enter from driveway through the kitchen entrance.

Deliveries to the Marie H. Katzenbach School for the Deaf are available Monday through Friday morning. This facility hosts year-round daytime and residential educational programs (Mondays through Fridays) with a limited number of facility closings. Information regarding the school calendar or closings due to inclement weather can be accessed via the web at: <http://www.mksd.org/>.

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule.

Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

Deliveries to Albert Elias Residential Community Home require 24 hour notification and are available Monday/Friday from 7 AM until 12 Noon through the right side entrance.

Deliveries to Fresh Start Residential Community Home require 24 hour notification and are available Tuesday, Wednesday and Thursday before 2 PM through the back door off of the kitchen.

Deliveries to Johnstone Campus require 24 hour notification and are available 7 AM until 3:30 PM.

Deliveries to Monmouth Day Program require 24 hour notification and are available on Thursday from 9 AM until 11 AM through the rear kitchen entrance.

Deliveries to New Jersey Training School for Boys require 24 hour notification and are available on weekdays. Directions to the secure facility are obtained at the gate entrance

Deliveries to Riverfront State Prison must be made between 8:30 A.M. and 11:30 A.M. Custodial requirements demand adherence to this schedule. The receiving bay can only accommodate vehicles up to 13 feet high. Nothing above that height shall be accepted at Riverfront State Prison.

Deliveries to Atlantic Youth Center are available on Friday from 5 AM until 8 PM through the loading dock.

Deliveries to Costello Prep require 24 hour notification and are available weekdays.

Deliveries to Pinelands Residential Community Home require 24 – 48 hour notification and are available Monday, Thursday and Friday between 7 AM – 3:30 PM through the back porch door or dock.

3.4 PRODUCT QUALITY, FRESHNESS AND SHELF LIFE

All breads and bakery products shall be fresh baked as specified, in writing, by the Using Agency on the purchase order.

FRESH BAKED

The freshly baked retail/commercial/foodservice prepackaged bread shall be delivered within **48 hours** after baking; freshly baked retail/commercial/foodservice packaged prepackaged bagels, pita, wraps, single serving items and English muffins shall be delivered within **72 hours** after baking;

These breads must be freshly baked and remain palatable/suitable and safe for human consumption (without mold) for **five (5) days** from production when prepackaged and at room temperature (60-70°F). This packaging and timeline applies to soft crust breads/soft crust rolls, English muffins, pitas and bagels provided in commercial packaging, as a function of the bakery's commercial/retail production.

Fresh baked bread items breads/rolls/bagels shall be and delivered within **16 hours** of baking.

These breads must be fresh baked and remain palatable/suitable and safe for human consumption (without mold) for not less than **three (3) days (72 hours)** from baking; delivered fresh (within sixteen hours of production) and wrapped in food grade plastic bags or paper bags within a food grade plastic bag by the bakery. This packaging and timeline applies to firm crust breads/firm crust rolls or fresh baked bagels (where applicable).

3.4.1 GENERAL

Items shall be produced in compliance with 21 CFR 136, Bakery Products.

All pre-packaged food-service products offered as meeting the specification requirements must be dated for freshness. Any products that are outdated or dated so that they cannot be consumed within a reasonable time frame will be rejected by the using agency. The contractor may be held liable for any price differences incurred as the result of an emergency purchase that the using agency must make to maintain an uninterrupted supply of vital food products.

All baked goods shall meet or exceed the salient characteristics of the varieties solicited as prescribed within this RFP and the CIDs listed below, which were recently retrieved via: <http://www.ams.usda.gov/fqa/cidbread.htm> :

A-A-20284	Bagels, Fresh or Frozen
A-A-20052B	Bread, Fresh or Frozen
A-A-20287	Bread, Pita, Fresh or Frozen
A-A-20285	English Muffins, Fresh or Frozen
A-A-20154A	Rolls, Bread, Fresh or Frozen

3.4.2 MANUFACTURER'S/DISTRIBUTOR'S NOTES

The Manufacturer's/distributor's products *shall meet or exceed* the requirements of the requested

- a.) Salient characteristics
- b.) Manufacturer's/distributor's product assurance
- c.) Regulatory requirements
- d.) Quality assurance provisions
- e.) Packaging requirements

Commodity substitution [packaging, variety, size, etc.] outside of the terms of this RFP may result in:

- a.) the removal of the substituted product by the contractor(s),
- b.) product replaced with the appropriate commodity by the contractor within 24 hours or

- c.) replacement by an alternate vendor if necessary and all additional costs for product substitution incurred by the contractor.

Rejection of product shall require:

- a.) the removal of the substituted product by the contractor(s),
- b.) product replaced with the appropriate commodity by contractor within 24 hours or
- c.) replacement by an alternate vendor if necessary and all additional costs for product substitution incurred by the contractor and
- d.) a credit issued to the receiving agency for the rejected product.

3.4.3 NUTRITIONAL INFORMATION

The bidder shall provide the nutritional Information for all line items for which they submit offers on, upon request. The contractor shall provide the nutritional Information for all line items delivered. The nutritional information shall be clearly marked on the packages/cartons/labels of all pre-packaged products or provided to the Using Agency upon request for all “loose” products.

In general, periodically within the term of the contract, when the Using Agency deems necessary, the contractor may be required to submit nutritional data for any product they supply as a result of a contract award. Upon the State and/or Using Agency’s request, the contractor shall have five (5) business days in which to provide requested nutritional data.

***Monosodiumglutamate** is not permissible as an ingredient in any product sought in this RFP.*

3.5 STANDARDIZED PACKAGING REQUIREMENTS

3.5.1 PACKAGING OBLIGATIONS

The contractor will assure that packaging and packing materials used for the term of this contract shall comply with FSIS regulations.

Freshness date shall be clearly marked on all food-service and prepackaged baked goods.

All “loose” count items shall be baked fresh for that day and placed in appropriate packaging materials to maintain freshness/palatability levels. Packaging shall be closed. Packaging materials must be food grade. Packaging must prohibit staleness for that day and prevent exposure of the products to the elements and infiltration by insects, pests or rodents.

Packaging shall:

- A) protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;
- B) protect the product against microbiological and other contamination;
- C) protect the product from dehydration and, where appropriate, leakage as far as technologically practical; and
- D) not pass on to the product any odor, taste, color or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the Using Agencies’ facilities; and
- E) be preferably color coded or graphic-designed to easily distinguish between varieties and flavors; and
- F) bear the name of the bakery where produced; and
- G) shall match the brand/bakery offered by the bidder who is awarded the contract for that zone.

3.5.2 PACKING REQUIREMENTS

Packing containers, other than the plastic bread crates shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.

Each shipping container/corrugated box shall be labeled legibly to show:

- A) Name of product contained
- B) Item number
- C) Product number
- D) Net weight
- E) Plant number, as applicable
- F) Source- name, address and date packed (month, day, year)
- G) **Expiration or “best by/use by” date** clearly marked: Month-Day-Year
- H) Country of Origin Label is required.

3.5.3 INDIVIDUAL SERVING SIZED PACKETS/PACKAGEAS/POUCHES

As noted herein and on the price sheets, several products are requested in single serving packages. Each baked item, shall be packaged in individual food-grade hermetically sealed (laminated) polyethylene or foil pouches/bags which will open easily via a tear notch or serrations to access its contents. Single serving packet/packages shall be labeled with nutritional information compliant with 21CFR101. Individual serving packets may be boxed in single ply cardboard boxes within shipping cartons. Full cases of products shall be shipped in crush-resistant, recyclable corrugated cartons.

For those line items that specify single serving packets/packages ONLY Single Serving Packets shall be priced and supplied by the vendor. Nutritional labeling is required on each packet.

THERMOFORMING – The finished product is placed between two plastic film sheets, one of which roughly conforms to the shape of the finished product. Once two film layers are affixed, air is evacuated out of product packaging and the package is hermetically sealed.

VACUUM SKIN – Product passes between top and bottom layer of heated film. Film makes tight fit to the product while air is removed and package is hermetically heat-sealed.

Packages shall be packed within stackable and recyclable corrugated boxes.

3.6 QUALITY CONTROL & CONTAMINANTS

The manufacturer and distributor of products shall be responsible for compliance with 21CFR Ch. 1 Part 100 General, 21CFR Ch. 1 Part 101 Food Labeling, 21CFR Ch. 1 Part 104 Nutritional quality guidelines, 21CFR Ch. 1 Part 105 Foods for special dietary use, 21CFR Ch. 1 Part 110 Current good manufacturing practices, 21CFR Ch. 1 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 130 Food standards: General, 21CFR Ch 1 Part 136 through 137, 21CFR Ch. 1 Part 170 through 21CFR Ch. 1 Part 189 Additives and ingredients; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act [FD&C ACT] of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc.

Should biological, chemical or environmental contaminants be found (in products purchased under the contract(s) resulting from this RFP), that may be deleterious to human health, the product affected shall be removed, with re-imbusement and/or replacement by the Contractor.

3.6.1 SOURCING OF RAW MATERIALS & INGREDIENTS

The State may require certification regarding the purity of raw materials, products and/or components (insecticides, pesticides, growth agents, wrappers, containers, packaging, preservative, fungicide or protective application/solution/dip/spray). The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, concentrations, etc. used during the growth, harvesting, packaging, production, processing, preservation, storage and/or transportation of these products, and the residues of these materials comply with U.S. federal guidelines, HAACP protocols, FDA approvals, EPA guidelines, etc. as applicable, and that no industrial-grade ingredients, preservatives, fungicides, coatings, or hazardous metals etc., were utilized in/on the products or packaging.

3.6.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION

When tested by appropriate methods of sampling and examination, the products:

- Shall be free from microorganisms in amounts which may represent a hazard to health;
- Shall be free from parasites which may represent a hazard to health; and
- Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.

The contractor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all] national, state, or local Health Department, Food Safety and Inspection Service/ USDA /FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract :

(for example, but not limited to: Campylobacter jejuni, E-coli, Salmonella, Vibrio, Lysteria monocytogenes, Calcivirus, Cryptosporidium, Bovine Spongiform Encephalopathy, etc..)

3.6.3 SAMPLES/SAMPLE TESTING

The State reserves the right to request samples during the term of this contract. The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Samples **for awarded lines 00001 to 00010** for evaluation and testing purposes are to be made available at no charge and delivered to the State, at the contractor's expense. The contractor must, within **five (5)** working days following a request from the State, submit fresh samples to the State. Samples will not be returned. The State reserves the right to perform any tests necessary to assure that the samples conform to this RFP and resulting contracts **for awarded lines 00001 to 00010**. The testing results of the State are final.

3.7 PROOF OF DELIVERY

The contractor is required to obtain proof of delivery signed by an authorized employee of the each of the receiving unit, when the contractor delivers to that receiving unit or using agency.

3.8 PRICING CALCULATIONS AND ADJUSTMENTS FOR CONTRACT EXTENSIONS BEYOND THE TIMEFRAME OF THE INITIAL CONTRACT

General - All prices are FOB point of destination designated by ordering agencies and includes: Dock delivery or delivery into the refrigeration units or dry storage areas of the facility, dependent upon the commodity. Delivery to any State agency includes the facilities provided in a sample list of participating agencies and is contained in Section 3.3 of the RFP Text.

PPI Price Adjustment: Pricing remains firm through contract term. In conjunction with a contract extension, application for PPI price adjustment may be made by the contractor, as prescribed in the RFP Text (on the six month anniversary). Then for each increment specified, thereafter, the originally bid contract prices may be adjusted based on the specific PPI for that industry data (statistics) that the contractor bid upon for a given contract price line, Not Seasonally Adjusted; (Series ID: PCU#____) or, where a PCU series is unavailable, the more broad, commodity data (statistics) series may be substituted (Series ID: WPS#____, or WPU#____); as is published by the US Department of Labor, Bureau of Labor Statistics, Washington D. C. 20212 and electronically available at <http://www.bls.gov/ppi>.

A Contractor that fails to make an application to request PPI adjustments for any increment, in a timely* manner, shall forfeit that increase until the next scheduled PPI adjustment. New pricing structures, reflecting the PPI adjustment(s) shall be implemented the 1st or 15th of the month. *Application for PPI adjustment shall be made by the Contractor and received by the Purchase Bureau, no less than forty-five days prior to the implementation of the new pricing structure.

The first price adjustment, on the initial anniversary (the increment provided in the RFP text) is to be calculated by taking the most recent PPI value in effect, for the current year under consideration, and divide that value by the PPI value for the month and year at which the bid was initially submitted (a.k.a., the base month).

Henceforth, the "base" month and year to be used for all calculations shall be the month and year upon which the bid is initially submitted (**for T0001, the base month shall be August 2008**).

The quotient from the division calculation shall be rounded to the second decimal place. Then the quotient shall be multiplied times the originally awarded bid price. The result of this multiplication calculation shall be rounded to two decimal places, reflecting the new unit price.

As such, **for T0001**, should the Contractor(s) agree to an extension of the original contract term the State will permit contractor(s) to submit revised net pricing, which will be reviewed by the State for applicability. The Contractor(s) may provide their revised net pricing submission to the Purchase Bureau, which will be reviewed by the State for applicability for each subsequent six month interval extended beyond the initial contract period. Price reductions shall be evaluated as well. The new net pricing for Price Lines 00001 through 00010, shall be submitted in the format prescribed on the attached form: Appendix 3.8.

Unless and until otherwise authorized by the State of New Jersey, the contractor must continue to accept orders for the extension based on the manufacturer's most recent approved (by the Director) net contract pricing or any reductions in pricing reflected by the PPI. Net pricing that reflect price increases above the US Government reported Producer Price Index- for that commodity (as detailed in the Producer Price Index Product Chart as found in Section 3.9 of this RFP below), with the base August 2008, shall not be authorized. *(Should there be a delay in the initial bid opening, please note that the base is relative to the anniversary of bid opening.)*

Revised pricing shall not exceed the calculated six-month change (unadjusted-first published); from the base month of the last scheduled increase increment.

Approved pricing revisions should take effect approximately forty-five days (on the 1st or 15th of the month) after the contractor submits their pricing revision. Approved new net pricing for subsequent **extension periods**, should take effect for orders placed on or after the respective 12 month, 18 month and each **subsequent six-month anniversary date** of the initial contract, whichever is later.

(The pricing revision process is available to the Contractor for each six-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline as exemplified in Section 3.8 through 3.9 of this RFP.)

However, the contractor shall afford the State the benefit of price reductions during the term of the contract on any undelivered/subsequently delivered item during the contract period. Thus, as costs decrease for the contractor, the State shall receive the full benefit of the decrease(s) by way of (a) decrease(s) in pricing, as noted in the Standard Terms and Conditions.

NOTE: The calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. If the PPI data for the most recent month is not available, the PPI data for the immediately preceding month, or whichever is the most recent month that has published data, shall be used for the basis for adjustment calculations.

An illustration of the initial price adjustment calculation is provided below:

3.8.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS

FOR EXAMPLE a dozen rolls (or price per pound) as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per pkg of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval).	\$5.6156* per pkg of 12

*In dollars and/or cents only- if rounded to two decimal maximum \$5.62 per pkg of 12 (rounded)

Subsequent Incremental PPI Price Adjustment(s): As prescribed in the RFP Text (for additional incremental six month anniversaries) and thereafter for the term of the contract and any extensions thereof, in consideration of each incremental anniversary, if requested by the contractor or the State, the bid contract pricing may be incrementally adjusted based on the applicable/qualified PPI. The “base” month and year to be used for all calculations shall remain the month and year upon which the bid is initially submitted. The incremental price adjustment(s) is/are to be calculated by taking the most recent PPI value in effect, and divide that value by the PPI value for the month and year at which the bid was initially submitted (a.k.a., the base month) to obtain the quotient in the same manner as the initial adjustment. The contractor is only entitled to the difference between the percent of the increase applicable to the initial anniversary and the current quotient calculated.

For example, second incremental anniversary:

FOR EXAMPLE a dozen rolls (or price per pound) as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	110.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	<hr/> 1.0297
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per pkg of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval).	<hr/> \$5.7251

*In dollars and/or cents only- if rounded to two decimal maximum \$5.73 per pkg of 12 (rounded)

Or \$0.12 per pkg above the value of the previous adjustment calculation

Change In Index - If mutually agreed between the State and the contractor, different index(es) or publication(s) may be used during the contract period and the formula would be adjusted accordingly if required. If the base year for the index changes, a change may be made in the formula if needed. In addition, if mutually agreeable between the State and the contractor, the schedule of dates may be changed.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is found to be in the State's best interest as determined by the Director of the Division of Purchase and Property or in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Impracticable Price Structure - Should the price structure utilized by the parties become impracticable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Director and no adjustment in price is mutually agreeable, the Director of the Division of Purchase and Property reserves the sole right, upon applicable written notice to the contractor, to terminate any contract resulting from this bid opening.

If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an impracticable pricing structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Purchase Bureau. Such notification shall not relieve the contractor of its responsibilities under the contract. The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

3.9 PRODUCER PRICE INDEX: PRODUCT CHART

PPI Industry Data Series ID	PPI Products
PCU 311812 311812 1	Bread (white, wheat, rye, French, Italian, etc.)
PCU 311812 311812 5	Rolls (bread-type), English muffins, bagels, pitas, croissants
PCU 311813 311813	Frozen Cakes & other sweet goods/pastries

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a

State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.4 SUBMITTALS

ROUTE/TERRITORY LEGAL LIMITS

Where the distribution of product is limited by a contractual arrangement between a bakery and the distributor or bidder, the bidder must provide a synopsis of their territory limits, in written format on company letterhead. This synopsis must accompany the bid. If necessary, the Director may require a copy of the actual contract, relative to the territory limits.

NET PRICE LIST(S)

Bidders shall provide with its bid proposal, NET price lists for each bread subgroup in response to this bid. Bidders may bid on one bread subgroup, or more, or all ten bread subgroups.

PRODUCT NUTRITIONAL INFORMATION

Bidders shall provide, preferably with the bid, nutritional information in the column format as requested on the sample price list for each item in response to this bid. Additional nutritional information may be required on the packaging label.

SAMPLE NET PRICE LIST

The following information must be provided in order to evaluate the bid submissions and must be on the price list that is uploaded to the internet:

Product Name
Product Number
Count/Pack
Price per Pack
Weight of Package (ounces or metric)

The following information (nutritional) should be provided on the price list with the bid proposal; however, the bidder must provide this information prior to contract award, in the tabular format required:

Number of Slices or items (pita) (or individual servings for individually wrapped products)
Serving size & weight (grams)
Calories per serving (grams)
Fat per serving (grams)
Saturated Fat per serving (grams)
Trans Fat per serving (grams)
Sodium per serving (milligrams)
Potassium per serving (milligrams)
Protein per serving (grams)
Dietary Fiber per serving (grams)

Sugar per serving (grams)
Carbohydrates per serving (grams)

An example of the NET PRICE LIST table is provided at the end of this RFP, as Appendix 4.4.4.

In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for pricing lines 00001 - 00010** for evaluation and testing purposes are to be made available at no charge and delivered to Distribution and Support Services (DSS), at the bidder's expense. The bidder must, within 5 working days following a request from the State, submit bid samples to the DSS. Bid samples will not be returned. The State will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 - 00010** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines 00001 - 00010**. The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of **90 days**. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

4.4.6.1 SPOT BUYING AND CURRENT MARKET PRICING

The State reserves the right to determine if a bidder's pricing is too high. In order to provide the State with the ability to judge if a bidder's pricing is too high, the State may review current pricing by matching the bidder's bid price against the spot market. If the State chooses to undertake the spot buying and current market pricing process and as a result of this review process, it is evidenced that the net price for any item within the bidder's price list is higher than the spot market and current market pricing, an award may not be made for that item.

As such, the pricing proposed by a bidder; and contractor (once contracted), should be the best pricing offered should the State of New Jersey solicit spot market pricing at current market price and/or compare the bid prices or contracted prices to similarly situated customers having the same or similar terms and conditions as listed herein. The State may compare pricing with other States, Quasi-State agencies, and cooperative purchasing organizations. The State reserves the right to make a final determination as to comparable pricing for the State contracts. The State will not permit a contract award for any item or brand of items with submitted pricing that is/are determined as not being in the best interest of the State. The State will make the final determination of the suitability of all pricing.

4.4.7 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners

4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

Bidders shall provide a NET price list grouped by subgroup, for each bread subgroup in response to this bid. Bidders may bid on one bread subgroup, or more, or all ten bread subgroups. Prices on the net price list(s), shall be in dollars and/or cents. Bidders shall provide a single fixed price for each item they shall provide under contract.

Each price line represents one of the following bread subgroups:

- a) Line 00001: Sandwich Breads, Sliced, Loaves, Baked
- b) Line 00002: Hot Dog & Hamburger Buns, split, Baked
- c) Line 00003: Dinner Rolls, NTE 2.0 ozs., Baked
- d) Line 00004: Specialty Bread Loaves, Baked (i.e. Italian, French) –whole & sliced
- e) Line 00005: Sandwich Roll/Bun, sliced, 3.5" – 4" diameter, Baked
- f) Line 00006: Sandwich Rolls, LONG, split, Baked
- g) Line 00007: Pitas & Wraps, Baked, Ready to use
- h) Line 00008: Bagels, Plain, sliced, Baked (3-4 oz. ea), mini & varieties if available
- i) Line 00009: English Muffins, plain, split, Baked
- j) Line 00010: Single Serving pre-wrapped sliced bread, rolls, donuts & snack cakes only

FRESH baked bread contract awards will be made to three contractors for each sub-grouped bread type and County wherever feasible.

The bidder must list the county(ies) it will service on the price sheet, where indicated or on the price list itself or elsewhere in the bid proposal for (each of) the bread subgroup(s). Failure to indicate the county(ies) to be serviced will result in the State presuming the bidder will provide service to all counties (statewide) in New Jersey for the affected subgroup. In addition, the bidder should indicate "NET" in the first column on the attached price sheets for each bread group/line number being bid.

The bidder shall take into account a minimum of two delivery days per week per county route. Two deliveries days per week per county route are required per contractor. Minimum Order Requirements (MOR) must be specified by the bidder, if they are necessary, for additional deliveries beyond this two staggered (i.e., Mon/Fri, Tues/Sat, Mon/Thurs) day per week minimum. However, the MOR is offset by the aggregate of the bread orders for all Using Agencies within a county route. The MOR cannot be in excess of \$175 per county route per additional delivery day(s).

An example of the price sheet is provided in RFP Appendix 4.4.4.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **six (6) months**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder

agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **five (5)**, six-month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **120** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any

monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20475.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.11 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price of most commonly used items, which will be weighted to reflect consumption practices. The weighting will be provided at the bid opening. When necessary, the cost per ounce, the weight (converted to ounces) per slice and the cost per slice will be calculated to determine the overall cost per loaf and number of satisfying meals can be provided from each loaf, prior to applying the calculation for the weighting of the commonly consumed items.

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.5 The completeness of Brand offerings.

6.1.4 The prompt submission of nutritional information by the bidder.

6.1.5 The minimum order requirement (MOR) specified by bidder.

6.1.6 The prompt submission of samples by the bidder, if requested by the State.

6.1.7 Product origin.

6.1.8 The prompt submission of territory/route limit document(s), if requested by the State.

6.1.9 Prompt response to BAFO process.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s)

whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist

or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC.

Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract awards shall be made, on a per line item basis (with each line item representing a NET PRICE LIST for a specific bread type subgroup) for up to three vendors per county, with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

APPENDIX 3.8

PRICING CALCULATIONS AND ADJUSTMENTS: CONTRACT EXTENSIONS BEYOND THE TIMEFRAME OF THE INITIAL CONTRACT

The State will permit contractor(s) to submit revised net pricing, which will be reviewed by the State for applicability for the second-half of the first-year of the contract period. The revised pricing for each contract line awarded, Price Lines 00001 - 00010, must be received by the Purchase Bureau no later than four calendar months after the start date of the initial contract, for consideration. Net unit pricing for Price Lines 00001 through 00010, shall be submitted in the format below.

Revised net pricing submissions shall be provided to the Purchase Bureau by facsimile to 609-292-1114 or by mail.

FOR EXAMPLE a dozen rolls (or price per pound) as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per pkg of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$5.6156 per pkg of 12

COMPLETE BELOW AND FAX to (609) 292-1114 OR MAIL to State of NJ Treasury, Purchase Bureau, Food & Clothing Unit, 33 West State St. PO Box 230, Trenton, NJ 08625
 COMMODITY CODE: _____ - _____ - _____

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

- i) Most recent index measurement at time of calculation
(divided by index at time base price was set) i) _____
- ii) PPI Base Month
(equals) ii) _____
- iii) Difference/increase in PPI measurement (2 decimals)
(multiply by) iii) _____
- iv) The Original Base Price/(Original price submitted)
(equals) iv) \$ _____
- v) Adjusted price maximum* to be submitted for review
(to the Purchase Bureau for approval). v) \$ _____

***In dollars and cents only**

The price above (v) reflects the revised price I am submitting for approval to the Purchase Bureau:

Name and Title of Representative Submitting Price Revision Request

Date of Submission

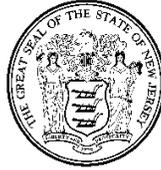
Contact Phone Number

APPENDIX 4.4.4
SAMPLE NET PRICE LIST

The bidder shall provide their NET PRICE LIST(S) in a format similar to the one below, broken out by sub grouping:

ABCD Bakery Phone Orders: 609-555-1212 Fax Orders: 609-555-1200 E-mail Orders: orders@ABCDBakery.com	Delivery to: Morris, Sussex, Warren, Somerset & Hunterdon Counties	Solicitation 09-X-20 T0001 SANDWICH BREADS
---	--	---

SANDWICH BREADS Product Name:	Product Number	Pack/Count	Price per count/pack	Weight of Package ounces or Metric	# of slices/items	Serving size/ & wt (g)	Calories per serving	Fat per serving (g)	Saturated Fat per serving (g)	Trans Fat per serving (g)	Sodium per serving (mg)	Potassium per Serving (mg)	Protein per serving (g)	Dietary Fiber per serving (g)	Sugar per serving (g)	Carbs per serving (g)	
Hearty White	44000	8/1	\$46.00	42 oz	31	1 sl/38.4g	85	3g	0g	0g	110mg	10gm	3g	1g	5g	28g	
Rye, Seedless, soft	45000	8/1	\$24.32	24 oz	16	1 sl/42.5g	80	2g	0g	0g	115mg	15mg	3g	1g	4g	27g	
Whole Wheat	46000	8/1	\$48.24	42 oz	31	1 sl/38.4g	75	2g	0g	0g	115mg	34mg	3.5g	3g	4g	25g	
100% whole grain	46016	10/1	\$53.50	33 oz	19	1 sl/43g	110	2g	0g	0g	190mg	40mg	4g	5g	3g	19g	



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

July 10, 2008

To: All Interested Bidders

Re: **RFP # 09-X-20475**
Breads, Fresh Baked, Various Types, Delivery by Counties: 6 months
Bid Due Date: August 5, 2008 (2:00 p.m.)

ADDENDUM #01

The following constitutes Addendum #1 to the above referenced solicitation.
This addendum is regarding: Additions, deletions, clarifications and modifications to the RFP

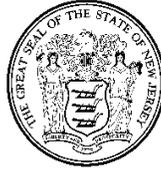
It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.
All other instructions, terms and conditions of the RFP shall remain the same.

Breads, Fresh Baked, Various Types, Delivery by Counties: 6 months RFP # 09-X-20475

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	1-5	As Per Price Sheets Column Headers for Grouped lines 00001, 00002, 00003, 00004, 00005, 00006, 00007, 00008, 00009, 00010	<u>Deletions:</u> "UNIT PRICE" and "AMOUNT" <u>Additions:</u> "PRICE LIST" and "DO NOT USE" (continued on next page)

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
2	29-30	<p>As Per RFP Text</p> <p>4.4.4 <u>SUBMITTALS</u></p>	<p>NET PRICE LIST(S) Bidders shall provide with its bid proposal, NET price lists for each bread subgroup in response to this bid. Bidders may bid on one bread subgroup, or more, or all ten bread subgroups.</p> <p>PRODUCT NUTRITIONAL INFORMATION Bidders shall provide, preferably with the bid, nutritional information in the column format as requested on the sample price list for each item in response to this bid. Additional nutritional information may be required on the packaging label.</p> <p>SAMPLE NET PRICE LIST The following information must be provided in order to evaluate the bid submissions and must be on the price list that is uploaded to the internet: Product Name Product Number Count/Pack Price per Pack Weight of Package (ounces or metric)</p> <p>The following information (nutritional) should be provided on the price list with the bid proposal; however, the bidder must provide this information prior to contract award, in the tabular format required: Number of Slices or items (pita) (or individual servings for individually wrapped products) Serving size & weight (grams) Calories per serving (grams) Fat per serving (grams) Saturated Fat per serving (grams) Trans Fat per serving (grams) Sodium per serving (milligrams) Potassium per serving (milligrams) Protein per serving (grams) Dietary Fiber per serving (grams) Sugar per serving (grams) Carbohydrates per serving (grams)</p> <p>An example of the NET PRICE LIST table is provided at the end of this RFP, as Appendix 4.4.4.</p> <p>In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.</p>



State of New Jersey

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 PURCHASE BUREAU
 P.O. BOX 230
 TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
 Governor

R. DAVID ROUSSEAU
 State Treasurer

July 21, 2008

To: All Interested Bidders

Re: **RFP # 09-X-20475**
Breads, Fresh Baked, Various Types, Delivery by Counties: 6 months
 Bid Due Date: August 5, 2008 (2:00 p.m.)

ADDENDUM #02

The following constitutes Addendum #2 to the above referenced solicitation.
 This addendum is regarding: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.
 All other instructions, terms and conditions of the RFP shall remain the same.

Breads, Fresh Baked, Various Types, Delivery by Counties: 6 months RFP # 09-X-20475

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	9-10	As Per RFP Text Section <u>2.2 CONTRACT SPECIFIC DEFINITIONS</u>	<u>Deletions:</u> CID (Commercial Item Description)- delete entire definition and replace <u>Additions:</u> CID (Commercial Item Description)- simplified product descriptions that concisely describe salient characteristics of commercial product. CIDs are official U.S. Government procurement documents. (12/3/07), Applicable CIDs are available on line at: http://www.ams.usda.gov . Once at this Home page look for the column on the left side of the web page Search AMS . Type the word BREAD and the CID for bread will be one of the links sorted into in the pooled selection.
2	20	As Per RFP Text Section <u>3.4.1 GENERAL</u>	<u>Deletions:</u> All baked goods shall meet or exceed the salient characteristics of the varieties solicited as prescribed within this RFP and the CIDs listed below, which were recently retrieved via: http://www.ams.usda.gov/fqa/cidbread.htm : <u>Additions:</u> All baked goods shall meet or exceed the salient characteristics of the varieties solicited as prescribed within this RFP and the CIDs listed below, which were recently retrieved via: http://www.ams.usda.gov .